

**A G E N D A**

**SPECIAL MEETING, OCONEE COUNTY COUNCIL**

**TUESDAY, MARCH 10, 1998**

**5:30 PM**

1. Call to Order
2. Invocation
3. Consideration of the Following Items for the Airport:
  - (a) Acceptance of FAA Grant in the Amount of \$1,088,057 for Airport Improvements
  - (b) Approval of Work Authorization for Parallel Taxiway - Mr. Marion Lyles, Airport Manager
4. Old Business
5. New Business
6. Adjourn

\*\*\*5:00 pm\*\*\* Roads & Transportation Committee meeting for the purpose of discussing several roadway problems.

\*\*\*6:00 pm\*\*\* Housing & Revitalization Committee meeting for the purpose of organization and receiving briefing regarding duties.

\*\*\*6:30 pm\*\*\* Purchasing, Contracting Real Estate, Building & Grounds Committee meeting for the purpose of discussing fueling system for county vehicles.

In the event the Housing & Revitalization Committee is unable to meet, the Purchasing, Contracting, Real Estate, Building & Grounds Committee will be moved to 6:00 pm.

The Oconee County Council and the Oconee County Sewer Commission will be going to Forest City, NC Wednesday, March 11, 1998 for the purpose of viewing of sludge drying machine.

**MEMBERS, OCONEE COUNTY COUNCIL**

District I - Vacant Mr. J. Harold Thomas, District II  
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV  
Mr. Charles R. "Chuck" Timms, District V

**MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting, Tuesday, March 10, 1998 at 5:30 pm in Council Chambers with all Council Members and the County Attorney present.

Members of The press notified (by mail):  
Journal Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

**Press**

Members of the press present: Brian Suber - Anderson Independent & Dave Williams - Journal/Tribune.

The meeting was called to order by Supervisor-Chairman Orr, who welcomed the guests and media.

**Call to Order**

The invocation was given by Mr. Thomas.

**Invocation**

Upon recommendation of Mr. Marion Lyles, Airport Manager, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 4 - 0 that Oconee County accept a Federal Aviation Administration Grant in the amount of \$1,088,507 for a parallel taxiway.

**Airport**

Further, upon recommendation of Mr. Lyles, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the attached Work Authorization with Talbert & Bright, Inc. for said project be adopted.

Mr. Thomas informed Council that there would be a joint meeting with the Oconee County Legislative Delegation Monday, March 23, 1998 at 8:30 am in Council Chambers.

**Delegation Meeting**

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 4 - 0 that Resolution 98-5, "A RESOLUTION DESIGNATING THE ANDERSON-OCONEE COUNCIL ON AGING AS AN ENTITY TO PROVIDE TRANSPORTATION TO THE ELDERLY AND/OR HANDICAPPED" be adopted on first and final reading.

**Res. 98-5**

Upon recommendation of Ms. Marianne Dillard, Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 4 - 0 that the bid for doors at the Pine Street Complex be awarded to Building Concepts, Inc. who was the only successful bidder at a cost of \$34,958. (See attached bid sheet)

**Pine Street**

Minutes, Special Meeting, Oconee County Council  
Tuesday, March 10, 1998 - 5:30 pm  
Page 2

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 4 - 0 that Council go into executive session for the purpose of discussing legal and contractual matters.

**Executive  
Session**

When open session resumed, Mr. Hamilton made a motion, seconded by Mr. Timms, approved 4 - 0 that Council approve in principal the conveyance of twenty (20) acres of the Research/Recovery/Resource site (adjacent to the creek, I think) so that Pickens can proceed with the construction of a wastewater facility to include providing service to the potential solid waste facility site. The details to be worked out with the county administrators and attorneys and presented back to Oconee County Council at the next meeting.

**Open  
Session  
(Regional)**

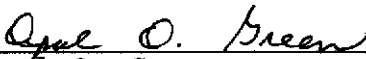
Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 - 0 that the county accept a Solid Waste Management Bonus Grant in the amount of \$11,111. (See attachment)

**Solid  
Waste**

Adjourn: 7:45 pm

**Adjourn**

Respectfully Submitted By:

  
Opal O. Green  
Council Clerk

Reviewed By:  
Harrison E. Orr  
Supervisor-Chairman  
Oconee County Council



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Atlanta Airports District Office  
Campus Building  
1701 Columbia Ave., Suite 2-260  
College Park, GA 30337-2747  
(404) 305-7150 FAX: (404) 305-7155

February 24, 1998

The Honorable Harrison Orr  
Supervisor/Chairman Oconee  
County Council  
208 Booker Drive  
Walhalla, South Carolina 29691

Dear Mr. Orr:

Enclosed are the original and four copies of the grant offer issued in response to your project application dated September 24, 1997, for Airport Improvement Program (AIP) Project No. 3-45-0016-06 at Clemson-Oconee County Airport, Clemson, South Carolina. This grant offer is in the amount of \$1,088,507.

Enclosed are "Terms and Conditions of Accepting Airport Improvement Program Grants." This master agreement is incorporated into the grant agreement by reference and will become binding upon your execution of the grant. Please retain the master agreement for your records.

If the terms of the grant offer are satisfactory, you should accept the grant offer prior to March 30, 1998, and have your attorney certify that the acceptance complies with local and state laws and constitutes a legal and binding obligation on the part of the airport sponsor.

The original and two copies of the executed grant agreement should be returned to this office as soon as possible.

Sincerely,

Dell T. Jernigan  
Manager

Enclosures



U. S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

Date of Offer: February 24, 1998  
Project Number 3-45-0016-06  
Contract Number DTFA06-98-A-80021

RECIPIENT: Oconee County (Herein called Sponsor)  
Airport: Clemson-Oconee County Airport

### OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety percent of the allowable costs incurred in accomplishing the project consisting of the following:

Construct parallel taxiway (4,750 feet +/- x 35 feet).

as more particularly described in the Project Application dated September 24, 1997.

The maximum obligation of the United States payable under this Offer shall be \$1,088,507 for airport development. This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
\_\_\_\_\_  
Manager Airports District Office



U. S. Department  
of Transportation  
Federal Aviation  
Administration

June 2, 1997

## TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

### I. DEFINITIONS

- A. Sponsor - An agency that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required in this document and in the accepted Grant Agreement.
- B. Project - Work as identified in the Grant Agreement.
- C. Primary Airport - a commercial service airport the Secretary of Transportation determines to have more than 10,000 passenger boardings each year.

### II. CERTIFICATIONS

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the Sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the Sponsor must fully explain in an attachment to the project application.

#### A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$25,000.
4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all

with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.

11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the circumstances:
  - a. Only one qualified person/firm submits a responsive bid,
  - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder,
  - d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 23 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended,

debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor



shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.
3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised airport layout plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

**F. Sponsor Certification for Seismic Design and Construction**

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

a. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:

(1) The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.

(2) The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code,

published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

(3) The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.

b. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.

c. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

### III. GENERAL CONDITIONS

- A. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C..
- B. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the Sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the Sponsor on or before 30 days after the grant offer but no later than September 30 of the federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- G. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of the project, the FAA determines that a grant amount exceeds the expected needs of the Sponsor by \$5,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports or either by not more than fifteen percent (15%) of the original grant amount or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding for non-primary

airports. FAA will advise the Sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the Sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and grant amount shall constitute an amendment to a Grant Agreement.

- I. If requested by the Sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. If a grant agreement includes pavement work that equals or exceeds \$250,000, the sponsor will perform the following:
  1. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - a. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation, referenced in the contract specifications (D3666, C1077).
    - d. Qualifications of engineering supervision and construction inspection personnel.
    - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
  2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  3. Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion

of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor tests results are inaccurate.

- L. For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform with the provisions in the attached outline entitled "Pavement Maintenance Management Program."

#### IV. ASSURANCES

##### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

##### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

##### C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:  
**Federal Legislation**
  - a. Title 49, U.S.C., subtitle VII, as amended.
  - b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. 1
  - c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
  - d. Hatch Act - 5 U.S.C. 1501, et seq. 2

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 1 2
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).1
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.1
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq. 1
- r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.1
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. 1
- t. Copeland Antikickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. 1
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. 2
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

**Executive Orders**

- Executive Order 11246 - Equal Employment Opportunity 1
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - FloodPlain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction 1
- Executive Order 12898 - Environmental Justice

**Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement

**Proceedings.**

- 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates. 1
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. 1
- 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act). 1
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements). 1

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments. 3
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by minority business enterprise in Department of

Transportation programs.

- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.<sup>1</sup>
- n. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

**Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.
  - 1 These laws do not apply to airport planning sponsors.
  - 2 These laws do not apply to private sponsors.
  - 3 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

**2. Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

**4. Good Title.**

- a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary,

and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
  - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and

objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Recordkeeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States



Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
  - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

    - (1) Operating the airport's aeronautical facilities whenever required;
    - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**Economic Nondiscrimination.**

a. It will make its airport available as an airport for public use on reasonable terms and without unjust discrimination, to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-  
(1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and  
(2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers.

Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those

already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**Airport Revenues.**

All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation

on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections. It will:**

submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-**

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written**

request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

**Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national

airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated May 1, 1995 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

## PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- Location of all runways, taxiways, and aprons
- Dimensions
- Type of pavement
- Year of construction or most recent major rehabilitation

For compliance with the Airport Improvement Program assurances, pavements that have been constructed, reconstructed, or repaired with Federal financial assistance shall be so depicted.

2. **Inspection Schedule.**

a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e. Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, the frequency of inspections may be extended to three years.

b. **Drive-by Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below.

- a. inspection date
- b. location
- c. distress types
- d. maintenance scheduled or performed

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

5. **Reference.** Refer to Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

Copy  
To Harrison  
Harrison

CLEMSON-OCONEE COUNTY AIRPORT  
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No. 97-01 (Amendment 3)

March 3, 1998

TBI Project No. 3401-9701

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

**Description of Work Authorization:** The Engineer shall provide Construction Phase Services for the Parallel Taxiway at the Clemson-Oconee County Airport. The improvements shall be as described in the plans and specifications for Parallel Taxiway at Clemson-Oconee County Airport, dated August, 1997, by Talbert & Bright, Inc., including Schedule I - Taxiway Grading and Paving and Schedule II - Taxiway Lighting. The Engineer shall also provide Special Services for on site construction observation (RPR) with duties, responsibilities, and limitations of authority as outlined in Section IV of the contract. The Engineer shall also provide Quality Assurance Testing Services as outlined in Section II of the Contract. These services shall be provided in general accordance with the attached work scope and man hour estimate.

**Time Schedule:** The Construction Phase Services for the Apron Expansion construction shall be performed within 250 calendar days. This time schedule coincides with the construction contract documents, including 180 calendar days for Schedule I - Taxiway Grading and Paving and 90 calendar days for Schedule II - Taxiway Lighting and Signage.

**Cost of Services:** The method of payment for Construction Phase Services shall be lump sum in accordance with Section V of the Contract, (except for Resident Project Representative services). The lump sum fee for the Construction Phase Services shall be \$23,930.00. The Resident Project Representative Services shall be paid on an daily rate basis plus an overtime rate as shown in the work authorization. The estimated not to exceed budget for Resident Project Representative Services shall be \$86,480.00. The lump sum fee for Quality Assurance Testing Services shall be \$41,065.00.

Approved: HARRISON E. ORR  
For Oconee County

Date: 3-10-98

Therese T. Dillard  
Witness

[Signature]  
For Talbert & Bright, Inc.

Date: 3-3-98

Allyson R. Rabin  
Witness



Clemson-Oconee County Airport  
 Parallel Taxiway  
 Construction Administration/Resident Project Representative Services  
 Man Hour Estimate and Fee Proposal  
 Work Authorization 3401-9701 (Amendment 3) - Page 2

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**CONSTRUCTION ADMINISTRATION**

	<u>TASK</u>	<u>Prin</u>	<u>PM</u>	<u>E3</u>	<u>TECH</u>	<u>SEC</u>
1.	Coordinate Work Scope, Contract Award, and Schedule With Airport/Contractors.	1	4	--	--	1
2.	Coordinate Contracts with County and Attorney, Issue Contracts and Bonds, Review/Bind Documents with Specifications.	1	4	--	--	2
3.	Reproduce/Distribute/Plans and Specifications to Contractor(s).	--	4	6	8	1
4.	Schedule/Attend Preconstruction Conference and Prepaving Conference, Issue Meeting Minutes.	12	12	--	--	1
5.	Review/Approve Project Schedule, Material Submittals, Construction Sequence, and Safety Plan Implementation.	4	8	16	--	2
6.	Coordinate/Review Work Scope, Reporting Procedures w/Resident Project Representative and Testing Laboratory.	1	2	--	--	1
7.	Periodic Site Visits, Weekly Progress Meetings, Issue Meeting Summary/Memorandums (if required).	10	24	24	--	6
8.	Review/Process Contractor Partial Pay Requests.	1	6	8	--	4
9.	Answer Contractor Questions, Resolve Construction/Operational Conflicts, General Project Administrative Functions.	5	32	12	--	4
10.	Project Prefinal Inspection, Develop/Issue "Punch List".	--	4	--	--	1
11.	Schedule/Attend Project Final Inspection, Develop/Issue Final Project "Punch List", Confirm Project Completion.	4	8	--	--	2
12.	Process Final Pay Request, Close Out.	1	4	2	2	2
13.	Develop Record Drawings	2	6	--	22	1
	<b>TOTAL HOURS</b>	<b>42</b>	<b>118</b>	<b>68</b>	<b>32</b>	<b>28</b>

Clemson-Oconee County Airport  
Parallel Taxiway  
Construction Administration/Resident Project Representative Services  
Man Hour Estimate and Fee Proposal  
Work Authorization 3401-9701 (Amendment 3) - Page 3

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Man Hour Summary

Prin	42	Hours @	\$92.00	=	\$3,864.00
PM	118	Hours @	88.00	=	10,384.00
E3	68	Hours @	52.00	=	3,536.00
TECH	32	Hours @	32.00	=	1,024.00
SEC	28	Hours @	27.00	=	<u>756.00</u>
<b>TOTAL LABOR COSTS</b>					<b>\$ 19,564.00</b>

Direct Expenses

Air Travel - 4 trips @ \$300/each	=	\$1,200.00
Travel - 2 trips @ 600 mile @ \$0.35/mi	=	420.00
Print Final Mylar Drawings (Full Size Record Drawing) 55 sheets @ \$20.00/ea	=	1,100.00
Plan Reproduction - 600 sheets @ \$1.00/ea	=	600.00
Spec Reproduction - 7,500 sheets @ 0.10 ea	=	750.00
Telephone/Postage/Misc./Supplies	=	<u>300.00</u>
<b>TOTAL DIRECT EXPENSE</b>		<b>\$4,370.00</b>

<b>LABOR COSTS</b>	<b>\$19,564.00</b>
<b>DIRECT EXPENSE</b>	<b><u>4,370.00</u></b>
<b>SUBTOTAL - TBI COSTS</b>	<b>\$23,934.00</b>

<b>USE</b>	<b>\$23,930.00</b>
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Clemson-Oconee County Airport  
Parallel Taxiway  
Construction Administration/Resident Project Representative Services  
Man Hour Estimate and Fee Proposal  
Work Authorization 3401-9701 (Amendment 3) - Page 4

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**RESIDENT PROJECT REPRESENTATIVE SERVICES**

CONTRACT TIME:     Schedule I - Taxiway Paving and Grading - 180 calendar days  
                          Schedule II - Taxiway Lighting and Signage - 90 calendar days

RPR:                     194 Days @ \$420.00/day =                     81,480.00  
OVERTIME\*:            20 weeks x 5 hrs/week x \$50.00/hour =        5,000.00

**TOTAL RESIDENT PROJECT REPRESENTATIVE SERVICES =        \$86,480.00**

\*Daily charges for RPR services shall be based on a 10 hour work day. Overtime will be charged for work time in excess of 10 hours per day at the rate of \$50.00/hour charged.

**BILLING RATE SCHEDULE**

RPR Daily Rate:        \$420.00/day (includes per diem and vehicle usage)  
Overtime Rate\*:       \$50.00/hour

**QUALITY ASSURANCE TESTING SERVICES**

Subcontract            Willmer Engineering - Lump Sum                     \$41,065.00

BIDDER	Building Concepts, Inc.	Pleasants Hardware	Gary Williamson	Engineered Specialties, Inc.
Base Bid	33,860.00	bid refused- arrived after bid opening	bid refused- arrived after bid opening	no bid
Sales Tax	1,098.00			
Total	\$ 34,958.00			
Delivery	11 weeks			
Attended Bid Opening: Marianne Dillard, Jenny Peay - Oconee County, Ronnie Santos - Building Concepts				

**BID NO. 97- 49**  
(Use this number on envelopes and all related correspondence.)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 W. MAIN STREET, WALHALLA, SC 29691**

The BUILDING CONCERNS INC.  
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for installation of steel doors, transoms, and sidelites for administrative offices

BASE BID \$ 33860.00  
S. C. Sales Tax (5%) \$ 1098.00  
TOTAL Bid Price \$ 34958.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.  
NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>2/25/98</u>
<u>2</u>	<u>3/4/98</u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 11 WEEKS FROM NOTICE TO PROCEED  
Bidding Organization: BUILDING CONCERNS INC.  
Mailing Address: P.O. B 1487 EASLEY S.C. 29641  
Signature of Bidders Representative: [Signature]  
Title: PRESIDENT Date: 3/9/98  
Telephone: 864 856-0590 Fax: 864-856-0593

OCONEE COUNTY COUNCIL

RESOLUTION 98 -

The Oconee County Council herewith designates Anderson-Oconee Council on Aging, Inc. as an entity in Oconee County to provide transportation to the elderly and /or persons with disabilities.

We further state that the <sup>applicant</sup> application is one of the providers in this geographic area that is or will be providing transportation services to particular sectors of the elderly and /or persons with disabilities.

Approved and Adopted on first and final reading this \_\_\_ day of March, 1998, by a vote of :

\_\_\_\_\_ : YES

\_\_\_\_\_ : NO

\_\_\_\_\_  
Harrison Orr  
Supervisor-Chairman  
Oconee County Council

Attest:

\_\_\_\_\_  
Opal O. Green  
Council Clerk



2600 Bull Street  
Columbia, SC 29201-1708

COMMISSIONER:  
Douglas E. Bryant

March 5, 1998

BOARD:  
John H. Burriss  
Chairman

William M. Hull, Jr., MD  
Vice Chairman

Roger Leaks, Jr.  
Secretary

Mark B. Kent

Cyndi C. Mosteller

Brian K. Smith

Rodney L. Grandy

Mr. Harrison Orr  
County Supervisor  
Oconee County  
208 Booker Dr.  
Walhalla, SC 29691

Dear Mr. Orr:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Oconee County has been awarded a Solid Waste Management Bonus Grant. Enclosed please find the original grant agreement and payment invoice. These must be signed and returned along with one copy to our Office within ten days.

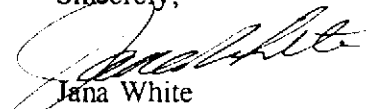
**You may not begin work under the terms of your grant until the office is in possession of the signed originals.** Upon receipt of the signed originals, the office will begin the payment process. You should receive payment within 15 working days of that time.

Reporting forms, including quarterly report forms, a final budget report and education verification forms will also be sent upon receipt of the signed grant agreement and invoice. Please send your signed original grant agreement and invoice to:

Anne Varn  
DHEC Office of Solid Waste Reduction and Recycling  
2600 Bull St.  
Columbia, SC 29201

Congratulations on your award. Please call me at 803/896-4221 if you have questions concerning this or any other grant.

Sincerely,



Jana White  
Grants Administrator

enclosures

cc: Jack Hirst

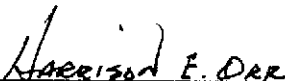


**OFFICE OF SOLID WASTE REDUCTION AND RECYCLING  
BONUS GRANT INVOICE**

<u>Grantee</u>	<u>Amount</u>
Oconee County	\$11,111.00

**Briefly Describe Project:**

The Grantee will use these funds for the purchase of a can densifier to process steel and bi-metal cans.

  
\_\_\_\_\_  
Signature of Administrator

F.I.D. No.: 57-6000391  
Address: 208 Booker Dr.  
Walhalla, SC 29691

**FOR GRANT OFFICE USE ONLY**

AIMS PO #: 59582  
Grant No. 37BG98  
This is the only invoice received.  
Please Process for Payment.

\_\_\_\_\_  
Jana M. White  
Grants Administrator

\_\_\_\_\_  
Date





**SOLID WASTE MANAGEMENT  
BONUS GRANT AGREEMENT  
Section 44-96-130, S.C. Code of Laws**

**GRANT NOTIFICATION INFORMATION**

**Grantee:** Oconee County

**Mailing Address:** 208 Booker Dr.  
Walhalla, SC 29691

**Federal Employer Identification Number:** 57-6000391

**Grant Number:** 37BG98

**Date of Award:** February 20, 1998

**Grant Period:** April 1, 1998 to March 31, 1999

**Grant Amount:** \$11,111.00

**Authorized Representative:** Harrison Orr  
**Title:** County Supervisor  
**Phone Number:** 864-638-4242  
**FAX Number:** 864-638-4241

**Contact Person:** Jack Hirst  
**Address:** 208 Booker Dr.  
Walhalla, SC 29691  
**Phone:** 864-888-1440  
**FAX Number:** 864-888-1444

**Financial Officer:** Phyllis Lombard  
**Address:** 208 Booker Dr.  
Walhalla, SC 29691  
**Phone:** 864-638-4235  
**FAX Number:** 864-888-4241

**DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**OFFICE OF SOLID WASTE REDUCTION & RECYCLING**

**GRANT INSTRUMENT**

**SCOPE OF SERVICES STATEMENT**

**INTRODUCTION**

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Local Government Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. The County of Oconee submitted to the Office on January 23, 1998 an application for solid waste management bonus grant funds.

A maximum of \$11,111.00 will be granted for this project to the government of Oconee County (hereinafter referred to as the Grantee).

**SCOPE OF WORK**

The Grantee will use these funds for the purchase of a can densifier to process steel and bi-metal cans.

**Budget:**

A. Equipment/Supplies	\$11,111.00
Can Densifier	
<b>TOTAL</b>	<b>\$11,111.00</b>

## REPORTING REQUIREMENTS

The Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Office may reasonably require including, but not limited to, quarterly progress reports and a final budget report.

### Quarterly Progress Reporting

Quarterly progress reports shall be submitted beginning July 15, 1998 and the 15th of the month after each quarter ends thereafter. Quarterly progress report forms will be provided by the Office.

### Final Budget Reporting

Final budget reports shall be submitted no later than 45 days after the grant ending date. Final budget reports shall include original receipts, vouchers, and purchase orders detailing expenditures as allowable under the scope of work contained in this grant agreement. **All funds remaining unexpended at the grant ending date shall be returned to this Office.** All original receipts, vouchers, and purchase orders must be maintained by the Local Government through June 1, 2002 or until all auditing procedures have been accomplished and have been closed out or until any litigation has been settled by the Courts. Final budget report forms will be provided by the Office.

## PAYMENTS

The method of payment shall be as follow: Payment shall be made at the beginning of the grant period. **All funds remaining unexpended at the grant ending date shall be returned to the Office.** Appropriate invoices and other documentation shall accompany quarterly or final reports to detail all expenditures. All funds shall be expended in accordance with the scope of work included in this grant agreement. Failure to comply with the terms of this agreement shall result in the remittance of grant funds back to the Office.

## SPECIAL TERMS AND CONDITIONS

1. The Grantee's authorized representative, the financial administrator and contact person must sign the grant instrument and return the original and one copy to this office.
2. The solid waste management project must directly promote the project for which the grant was intended. By reference, the grantee's application referred to in the Introduction is incorporated and made a part hereto.
3. The Grantee must maintain an all purpose grant file with copies of related documents including, but not limited to, all expenditure information, vouchers, receipts, contracts,

subcontracts, leases, agreements and legal documents for inspection and review by the Office

4. The Office reserves the right to unilaterally cancel this grant for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to this grant.
5. Grants shall not be provided to any local government or region that does not demonstrate a good faith effort to meet the requirements of the Solid Waste Policy and Management Act of 1991.
6. Local governments must have submitted the appropriate reports as required under the guidelines of the Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.
7. All facilities constructed, equipment purchased and educational material produced with grant funds must credit the DHEC Office of Solid Waste Reduction and Recycling Grant Program and be preapproved by the Office.
8. The grantees shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
9. All educational material must be preapproved by the Office **prior** to production or printing using the form provided by the Office. **The Office reserves the right to deny reimbursement for any material that has not been preapproved.**
10. Grant awards are made for one fiscal year. Grantees may apply for up to two 60-day extensions. Extensions must be requested in writing and approved by the Office. Allowable costs may be charged to this agreement only during the term of this agreement.
11. Applicants shall provide the Office with a copy of any new or revised recycling technology accomplished as a direct or indirect result of the grant.
12. Revenues generated from the project, including interest, must be reinvested in the project.
13. Office staff may perform site inspections at any time during the term of the grant. The inspection will be conducted during regular business hours and with 24-hour notification to the Grantee.
14. Changes in scope or modifications to the grant agreement must be requested in writing and approved by the Office.
15. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines.

16. Grantee shall obtain all necessary construction-related permits before initiating construction.
17. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.
18. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
19. Aggrieved parties may apply within 30 days of the decision to the SWAC for a review of that decision. Within 45 days of the original grant decision, the Office will inform the aggrieved party of the hearing date, place and time. Within 60 days the SWAC will render a final decision.

### STANDARD TERMS AND CONDITIONS

#### 1. Grantee's Responsibility.

The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in this Scope of Work. All subcontracting of work pertaining to this grant must conform to all applicable state and local laws.

#### 2. Procurement

- A. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines. The following guidelines are based on Sec. 11-35-1550 of the Code -Small Purchases. The Grantee's procurement policy may be reviewed to assure that it is as restrictive

as these standards and that it provides fair and open competition.

**Small purchases under \$25,000:**

1. Up to \$1,500.00 - A single quote is acceptable if price is fair and reasonable.
2. \$1,501.00 to \$5,000.00 - Solicit verbal or written quotes from a minimum of three qualified sources. Document the solicitation of quotes.
3. \$5,000.00 to \$10,000.00 - Solicit written quotes from a minimum of three qualified sources. Document the solicitation of quotes.
4. \$10,001.00 to \$25,000.00 - Solicit in writing written quotes from a minimum of five qualified sources.

**Purchases \$25,000.00 and Over**

1. Prepare an invitation for bids and solicit competitive sealed bids.
  2. The invitation for bids must be issued by written notification of qualified sources on a bidders' list and by advertisement in a newspaper of general circulation in the state, a trade journal or *South Carolina Business Opportunities*, allowing a reasonable time prior to bid opening.
- B. Sole source justifications must be in writing and maintained with other procurement documentation.
- C. All purchases of goods should give consideration to the purchase of recycled content products. When seeking bids or quotes for virgin material and recycled content material, a seven and one-half percent price preference is made by the State of South Carolina for the recycled content products. It is also possible to specify only recycled content products when obtaining bids or quotes.

**3. Contracts Under the Grant**

The Grantee shall submit to the Office of Recycling for Pre-award review any contract over \$5,000.00 for work or services covered by this Grant. The submission shall be accompanied by a copy of all proposals or bids submitted.

4. **Conflict of Interest.**

Personnel or other officials connected with this grant shall adhere to the requirements given below.

- a. **Advice:** No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

**Advice:** No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

- b. **Appearance:** In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
- 1) Using his official position for private gain;
  - 2) Giving preferential treatment to any person;
  - 3) Losing complete independence or impartiality;
  - 4) Making an official decision outside official channels, or
  - 5) Affecting adversely the confidence of the public in the integrity of the State government or the program.

5. **Termination of Grant**

This grant may be terminated by the Office provided a thirty (30) day advance notice in writing is given to the Grantee, except in the following cases:

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner the obligations under this grant, or if the grantee shall violate any of the covenants, agreements or stipulations of the grant, or otherwise default on the grant due to negligence, the Office shall have the right to terminate this grant without giving a thirty (30) day advance notice.


6. **Utilization of Minority Businesses.**

The grantee is encouraged to utilize qualified minority firms where cost and performance will not conflict with time schedules.

**OFFER AND ACCEPTANCE**

The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Oconee County for all allowable costs incurred up to and not exceeding \$11,111.00.

THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):

  
for R. Lewis Shaw, P.E., Deputy Commissioner      3/7/98  
Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

Harrison E. Orr  
Signature of Authorized Representative      3-12-98  
Date

Jack M. Krist  
Signature of Contact Person      3-13-98  
Date

Phyllis E. Lombard  
Signature of Financial Representative      3-12-98  
Date